App. F. IX-4

Previous References

1928.
(Mysore)

File No. 318-28

Serial Nos. 1-2

Later References
Mag 186-29-1-2
& Dept no 241-27-29-30

General and Revenue Secretariat.

Serial Nos. 2

Part B for June 1929

SUBJECT

Lease of the land belonging to the Bali mada in Doleport, Bangalore city, to Binny Mills for a period of 99 years.

No 2780 dated
21.6.29

To the Mag. Govt

The course suggested is not feasible
The parties may settle the matter between

G. R. S. APP F.III—1] 1928.

GENERAL AND REVENUE SECRETARIAT.

(Inwards)

NOTES.

File No. 318/1928

FILE HEADING.

Lease of the land belonging to Beli matt in Sadeper, Bangalore, to Binny Mills for a period of 99 years -

FROM

The M. C.

P.C No. 307 Dated 20. 2. 1928 Received

Diary No.	Enclos. , Spare copies _	Serial No.
1287		1

BRIEF ABSTRACT OF LETTER.

Requests Govt to authorize the matt to lease the land in question to the mills for a period of 99 years commencing from this year on a monthly rental of Rs 150/- per mensem -

NOTES AND ORDERS.

Beli matt, Bangalore, is a Inwards matt. The matt land proposed to be given out on long lease measures 2-15. It is not quite clear from the M C's letter whether the land to be leased out, is an inam granted by Govt or private land

NOTES—First Sheet.

Serial No.

belonging to the Mall. The M.C. presumes it is a private land. If it is an Inam land, Govt cannot be a party to the proposed long lease for 99 years, as it is opposed to the Standing orders, and if it is a private land, there is no provision in Mug Regn VII of 1827 to take action. The subject of the amendment of Sec. 30 of the Mug. Regn empowering Govt to deal with cases re the alienation of the private properties of Mahs which are Mug Inams is proposed for discussion at the Offrs's meeting on the 2nd inst. The object of the mills is to hold the Govt responsible, as such a lease cannot ensure beyond the present Swamy's life-time. may, the M.C. be requested to ascertain definitely whether the land proposed to be leased out is an Inam or a private land and submit a report in the matter, together with pps. if any on the subject either in the Taluks or Divl Offices?

Submitted

AC 2 The Chief Sec says that
1.3.29 the land now proposed to be
(11) 1/3 given on 99 years lease does not
form part of the Inam grants

WD 021—GPB—30,000—21-8-28

General and Revenue Secretariat

1281

File No. 318 of 1928

Serial No.

Under Rule 30 of the Agriculturists' Loans Act, sanction of Govt. for loans over 5 years is required only in case of waramkudi lands. The section does not seem to be applicable in case of Miras lands. The transactions of a Swamy must be upheld by his successor. The Binny Mills wants security for their lease by a lease grant, but sanction to this (which is recommended by Mr. Thomas in the interests of the Mutt. It does not seem necessary for Govt. to sanction the transaction. The party should transact direct with the Swamy & should secure such title to the land as would be allowed by law.

(illegible)

28-1-13

3 The Muzrai Commissioner's letter does not show how the land in question - viz., an area of 2 acres and 15 guntas proposed to be leased to the Binny Mills on a monthly rental of Rs 150/- -- was acquired on behalf of the Beli Mutt. As it is not included in the inam granted to the institution, Section 30 of the Muzrai Regulation has no operation in regard to this transaction. The Muzrai Commissioner does not say under what section

NOTE—Contn. sheet

WD 021—GPB - 30,000—21-8-28

Serial No.

of the Regulation Government can accord sanction to his proposal.

4 There are the following courses of action possible:-

(1) As the arrangement proposed by the Muzrai Commissioner and agreed to by the parties is evidently in the interest of the institution, Government may say that they have no objection to it. But this would not confer any indefeasibl title on the lessee as against future Mathadhipathies or other persons who may allege any claim in the land.

(2) Under Section 25 of the Muzrai Regulatic it is open to Government to take over the possession and management of the property of any Mutt. Whether the request of the Swami for the property being taken over by Government with a view to the lease being executed in favour of the Mills can be brought within the purview of this section is a point for consideration. Even if the intervention of Government under the provision of this section be possible, Governme it can only exercise the powers possessed by the Mathadhipathi and the execution of the lease by officers of Government on behalf of the Mutt will confer no more right than what the Mathadhipathi himself can vest in the lessee.

(3) Probably, the line of action that seems to be most desirable to adopt in the circumstances of this case would be to invoke the provisions of the Land Acquisition Regulation and arrange to acquire the property for the Company for such value as would yield in perpetuity

NOTE—Contn. sheet

WD 1214—GPB—500—21-10-28

Serial No.

the present agreed rental. The Mizrai Commissioner's attention may be invited to this aspect of the case and ~~xx~~ his further proposals as perhaps be called for.

4.3.28

5360

First Member.)

I can also of this opinion
case no 2 - supported by
Hall and we may
obtain legal opinion about it
~~x~~ does not solve the difficulty
Course no 3 has to be adopted
and we may point this out

7.2.29

by L. R with compliments for opinion

8.2.28

I since both parties are agreeable
for the 99 years lease may
grant sanctioned as it is an equitable
arrangement.

11/4

He sees with Comptr

(8th instant)
I do not see how exception can be taken
to sanction this arrangement. There
is the authority under which Govt. can act.
will be case discuss this with me

NOTE.—Contn. sheet

D 1214—GPB—500—21-10-28

General and Revenue Secretariat

Irrg File No. 818 of 192 8

Serial No.

4 We may inform the MC that there is no authority under which Govt can accord the sanction recommended by him. The course suggested by the Collr is not also feasible. The parties may settle the matter betn themselves and if this course is not considered satisfactory the only remedy is acquisition under the Land

Secn
7.6.29
10 Issue orders accdgly
VK

11
Submitted.
AV
15/6/29
Issue
Secy 15/6/29

2 To Collr & Dist Judge
CNo 2780 dt 21-6-29
States that there is no authority under which Govt can accord sanction. [illegible] that the course suggested by the Collr is also feasible.

B
WW
24/6

21– GPB– 30,000—21 8-28

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE.

Bangalore 20th February..... 1929.

No. RC 307 Ev 28-9

21

FROM

P. G. D'Souza, Esq., B.A., B.L.,
The Muzrai Commissioner in Mysore

D/281
Muz 318-28-1

20 FEB.

To

R. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore, Financial Department.

SIR,

I have the honor to state that the Bela Matt, Arlepet Bangalore City is a Veerasaiva Muzrai Institution endowed with a land Inam of -- a- g
7-13 dry (S.No.11) assessed at Rs.11-0-9 of Guttahalli village, Ulsur Hobli, Bangalore Taluk. This Matt is now presided over by Sri ------- Charamurti Sivarudraswami, the second of the petitioners in the enclosed application. As stated therein, an area of a- g 2-15 which however has not been included in the land originally granted as inam but may be presumed to have been acquired subsequently for the benefit of the - institution from the Matt funds seems to have been leased out by present Swami for 99 years to some persons from whom the Bangalore -- Woollen & Cotton Mills Ltd., have acquired the same on a monthly --- rental of Rs.30/- some seven years ago. This having come to my -- notice, I informed both the parties that the transaction was one that I could not approve and though it was doubtful whether the present Swami could alienate the land even validly for his life-time, the -- lease could not be maintained under any circumstance after his death and that the rental in my opinion was under persent conditions ------ extremely low and that it was desirable for both parties to make an arrangement with the sanction of Government by which, while the Matt would be able to derive a substantial income, the Company could be free from the insecurity of title. Both parties having agreed to -- abide by my decision, I said that if the Company could agree to pay a rental of Rs.150/- per month, that amount would provide an adequate

99 years lease. The Company has agreed to enter into a new for a period of 99 years and pay a rent of Rs.150/- per month the period of this lease. Land in that locality is not worth more than 5 or 6 thousand rupees per acre and it could be seen therefore that a rental of Rs.150/- per month is an extraordinarily good --- return.

The land being adjacent to the mill, is only valuable to the mill authorities and in fixing the rental, I have taken this fact - into consideration and made the mill authorities pay an amount far in excess of that which could be obtained under any other circumstance The mill authorities are unwilling to pay this high rental for a - shorter period than 99 years as they have to make permanent ----- improvements. If the Mill authorities do not take the land, it will remain waste and the matt will lose its only source of income.

In these circumstances, I request that Government may kindly authorize the matt to lease the land in question to the Bangalore Cotton, Woollen & Silk Mills Ltd., for a period of 99 years commencing from this year on a monthly rental of Rs.150/- per mensem. I may mention that my investigation into the affairs of several of the - Lingavet Matts in the City has brought to my notice many other --- cases of alienation in connection with which I am taking necessary action and my aim is, while not causing any unnecessary difficulties to bona fide purchasers for value, to see that the institutions -- derive adequate income. Copy of the statement given by the Swami and the letter from the Mills accepting a rental of Rs.150/- per month are enclosed herewith for reference.

I have the honor to be,

Sir,

Your most obedient servant,

MUZRAI COMMISSIONER.

Before the Muzrai Commissioner in Mysore.

Petition No. of 28-29.

1. The Bangalore Woollen, Cotton & Silk Mills Co., Ltd., Agents, Secretaries & Treasurers, Binny & Co., (Madras) Ltd.,

2. Charamurthy Sivarudraswami, Mathadhipati of Baily Matt Bangalore City.

Petitioners.

The petitioners above named most respectfully beg to state as follows:--

1. The first petitioner is a Company incorporated under the Mysore Companies Regulation having its registered office and carrying on -- business in Bangalore City.

2. The second petitioner is the Mathadhipathi of the Baily Matt, situated also in Bangalore City, adjoining the premises of the first petitioner-Mills.

3. As the Matt had practically no income and as it was found very difficult to meet the expenses of its up-keep, the second petitioner in the year 1901 leased a plot of land belonging to the Matt to Mr. Standish Lee and his son Hardie Lee for a period of ninety-nine -- years. The rights under the said lease were transferred by the -- said Standish Lee and his son Hardie Lee to Messrs. Playfair and walke.

4. As this income was also found inadequate to meet the expenses of the Matt, the second petitoner again, in 1904, leased another plot of land adjoining it to the said Messrs. Playfair & Walke also for a period of ninety-nine years. The total extent of the two plots was about 2-15 acres.

5. Messrs. Playfair & Walke thus became lessees for the term of - ninety-nine years of the whole plot of land. The rental of the land was Rs.30/- per month.

6. In execution of a decree obtained by the second petitioner -- against Messrs. Playfair and Walke, their rights under the leases were brought to sale & purchased by one Mr. S.K. Mackenzie.

7. The first petitioner purchased the lease-hold rights for the unexpired portion of the terms from Mr. Mackenzie, under a Registered Deed dated 3-4-1922.

8. The first petitioner has since that date and enjoyment of the lands covered by the two leases above to, as lessee under the second petitioner, paying him a rent of Rs.30/- per month therefor.

9. The second petitioner is now desirous of entering into a fresh lease with the first petitioner for a period of ninety-nine years from date in supercession of the original leases and the second petitioner has expressed willingness to do so provided -- their title to the land, as lessees, is made unimpeachable for the entire period of the lease.

10. The petitioners, for the said purpose, are desirous of -- obtaining the sanction of the Government of His Highness the --- Maharaja to the proposed fresh lease, so as to make the transaction binding not only on the second petitioner but also on the Swamies who succeed him as Mathadhipathis of the Baily Matt.

11. The petitioners beg to submit that if sanction of the -- Government is accorded to them to enter into a fresh lease, the rent payable under it by the first petitioner will become a permanent source of substantial income to the Matt, which can be utilised -- for the proper up-keep of the Matt and its maintenance in a manner befitting such religious institutions.

12. The petitioners therefore most repectfully pray that your Honour may be pleased to recommend to the Government of His Highness the Maharaja that such sanction may be accorded to proposed lease so as to make the title of the ~~fix~~ first petitioner, as lessee of the land, unimpeachable by the second petitioner and his successors in office.

For which act of kindness, as in duty bound, your petitioners shall ever pray.

Bangalore,
6th Feb. 29.

Petitioners.

Binny & Co.,(Madras,) Ltd.

"C o p y"

M. Chenchaiya Rs

For Muzrai Commissioner.

Before the Muzrai Commissioner in Mysore, Bangalore.

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1. Sivarudraswami of Baily Matt, disciple of Rudraswamy, aged --- about fifty-six years, residing in Baily Matt, Bangalore City, do -- hereby solemnly affirm and state as follows:--

I am the Swami of the Baily Matt situate within the limits of Bangalore City adjacent to the Bangalore Woollen, Cotton and Silk Mills The Matt is a Muzrai Institution. I have leased a plot of land -- measuring about 2-15 acres belonging to the matt under two registered lease deeds, dated 20-3-1901 and 5-12-1904 for a period of ninety-nine years. The lease-hold rights over the land have been acquired by the Mills and they are now paying me a rent of Rs.30/- per month. This income is quite insufficient for the maintenance of the Matt and its properties. The Mills are prepared to enter into a fresh lease for a period of ninety-nine years from date at an enhanced rent if the --- Government would accord sanction to such lease.

I pray that the Government may be pleased to help me in obtaining the lease by taking over the management of this property and -- executing a lease in favour of the Mills. The rent ∅ for the property may be made payable to me and my successors-in-office and, at the -- termination of the lease, the property may be directed to be delivered to the Matt.

Bangalore.
15-2-1929.

(Sd.) Siva Rudra Swami.

Signed and sworn to before me.

(Sd.) Hoskote Bhadrappa,
Honorary Special Magistrate
Bench Court, Bangalore City.
15th Feb.29.

"Copy"

For Muzrai Commissioner.

dated th February 1929 from the Agents, Secretaries
the Bangalore Woollen, Cotton & Silk Mills Co., Ltd
the Muzrai Commissioner in Mysore.

We have the honour to inform you that the two of us have agreed that the rent for the new lease that is to be executed in -- favour of The Bangalore Woollen, Cotton & Silk Mills Co., Ltd., for the Beli Matt property is to be Rs.150/- per month.

"C o p y"

For Muzrai Commissioner.

nH

BANGALORE CITY,

4th March 1929.

Dear Mr. Krishna Rao,

May I take the opportunity of writing to you in connection with the Beli Mutt land which you very kindly gave me the chance of discussing with you when I called on you on Wednesday of last week.

You will remember that you expressed an opinion to the effect that you were afraid Government had not the power, under the Act governing Religious and Charitable Institutions to grant in our favour a lease for 99 years of a portion of the Mutt land. As far as I can see, it appears to be clearly laid down in the above regulations under Section 25(1) that, whe the Mathadipathi voluntarily applies to Government to take over the possession and management of his property, such portion of the property will then fall under the management of Government, and in that case there should be no difficulty in Government granting the lease that both the Mathadipathi and ourselves are in favour of.

Before your final orders are passed

on the representation that is being made, we should be very pleased if you would take our above-mentioned views into consideration and, if necessary, give us the opportunity of making a further representation to you in case you are not completely satisfied that Government would be in order in granting us the required lease.

If necessary, I should be very pleased to have the opportunity of calling on you again in connection with this matter. As I am leaving Bangalore on Home leave next week, I trust it will be possible to have the matter favourably settled before I go away.

Yours sincerely,

M.N.Krishna Rao Esq.,
First Member of Council,
Mysore Government,
BANGALORE.

Mysore, 6th March 1929.

Dear Mr. Nuttal,

I have received your letter of the 4th instant. I am now here and shall return to Bangalore tomorrow. I have noted your suggestion and shall consider it while dealing with the proposals which, I believe, the Muzrai Commissioner has sent up.

Yours sincerely,

(sd.) M. N. Krishna Rau.

. Nuttal, Esq.,
Director, The Bangalore Woollen,
Cotton & Silk Mills, Ltd.,
BANGALORE CITY.

SUBJECT.....

Section Income
File No. 318-28
Serial No. 2

Diary No. of letter replied to.....

No. 2780

General and Revenue Secretariat

( )

the *192*

To

..... The Secretary .....

Date of issue 21/6/29

Signed by .....

Sir

Adverting to your letter No. Pc 307 dt 20th Inst. dy. 29 requesting Govt to authorize The Beli matt, Arlepeh, Banga to lease out the matt land to The Bangalore Cotton Woolen & Silk mills Ltd for a period of 99 years on a monthly Rental of Rs 150/-, I am directed to state that There is no authority under which Govt can accord The sanction recommended by

over

st of enclosures.....

Copied by.....

Examined by.....

him, and that the course
suggested by the Mills is not
also feasible; I am to add that
the parties
may settle the matter
between themselves, and I am
to say if this course is not
considered satisfactory, the
only remedy is application
under the Act.

I have etc.

for Lieut Secty.